

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

LYFT, INC.; a Delaware Corporation; and  
DOES 1 through 50, Inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JANE DOE 1, an individual

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: San Francisco Superior Court  
(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del Caso)

000-19-578124

Unlimited  
400 McAllister Street  
San Francisco

CA 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Laurel L. Simes (SBN #134637) 415-426-3000

Levin Simes Abrams LLP, 1700 Montgomery St., Suite 250  
San Francisco

CA 94111

KALENE APOLONIO

DATE: AUG 01 2019  
(Fecha)

CLERK OF THE COURT

Quién by  
(Secretario)

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
4.  other (specify):
4.  by personal delivery on (date):



1 Laurel L. Simes (SBN #134637)  
2 Rachel Abrams (SBN #209316)  
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FILED  
*San Francisco County Superior Court*

AUG 01 2019

CLERK OF THE COURT  
*Chalene Johnson*  
BY: \_\_\_\_\_ Deputy Clerk

7 Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10 JANE DOE 1, an individual,

Case No. **CGC-19-578124**

11 Plaintiff,

**COMPLAINT FOR DAMAGES AND DEMAND  
FOR JURY TRIAL**

12 v.

13 LYFT, INC.; a Delaware Corporation; and  
DOES 1 through 50, Inclusive,

14 Defendants.

1. **GENERAL NEGLIGENCE**
2. **NEGLIGENT HIRING, RETENTION,  
AND SUPERVISION**
3. **COMMON CARRIER NEGLIGENCE**
4. **NEGLIGENT FAILURE TO WARN**
5. **VICARIOUS LIABILITY FOR SEXUAL  
ASSAULT**
6. **VICARIOUS LIABILITY FOR SEXUAL  
BATTERY**
7. **VICARIOUS LIABILITY FOR FALSE  
IMPRISONMENT**
8. **INTENTIONAL MISREPRESENTATION**
9. **NEGLIGENT MISREPRESENTATION**
10. **NEGLIGENT INFILCTION OF  
EMOTIONAL DISTRESS**
11. **BREACH OF CONTRACT**
12. **PUNITIVE DAMAGES**

25 JANE DOE 1<sup>1</sup> ("Plaintiff") alleges causes of action against LYFT, INC. ("LYFT"), a

26 \_\_\_\_\_  
27 <sup>1</sup> Counsel for Plaintiff will be filing numerous complaints on behalf of clients who have been sexually  
assaulted by LYFT drivers. As such, counsel is numbering its Jane Doe Plaintiffs in order to readily  
28 distinguish them.

1 corporation with its principal place of business in San Francisco, California, and DOES 1 through  
2 50, inclusive, and each of them, and complains and alleges as follows:

3 **FACTUAL OVERVIEW OF ALLEGATIONS**

4 1. LYFT is a transportation company headquartered in San Francisco, California and  
5 is one of the fastest growing companies in the United States. At least as early as 2015, LYFT  
6 became aware that LYFT drivers were sexually assaulting and raping female passengers. Since  
7 2015, sexual predators driving for LYFT have continued to assault and rape LYFT's female  
8 passengers. For four years, LYFT has known of the ongoing sexual assaults and rapes by LYFT  
9 drivers upon LYFT passengers. Complaints to LYFT by female passengers who have been  
10 attacked by LYFT drivers, combined with subsequent criminal investigations by law enforcement,  
11 clearly establish that LYFT has been fully aware of these continuing attacks by sexual predators  
12 driving for LYFT.

13 2. LYFT's response to this sexual predator crisis amongst LYFT drivers has  
14 been appallingly inadequate. LYFT continues to hire drivers without performing adequate  
15 background checks. LYFT continues to allow culpable drivers to keep driving for LYFT. And,  
16 perhaps most importantly, LYFT has failed to adopt and implement reasonable driver monitoring  
17 procedures designed to protect the safety of its passengers. As a consequence, LYFT passengers  
18 continue to be victims of sexual assaults and rapes by LYFT drivers.

19 3. On January 23, 2019, Plaintiff was raped and sodomized by a LYFT driver while  
20 the driver was driving for LYFT. The attack was reported immediately to the police. A police  
21 rape kit and DNA evidence confirmed that the LYFT driver had committed the rape and also  
22 confirmed the fact that Plaintiff tried to fight off the LYFT driver. These events have had a  
23 devastating effect on plaintiff. The trauma of the rape and sodomy caused and continues to cause  
24 excruciating pain and suffering and has had a catastrophic impact on plaintiff's life and well-  
25 being. Unfortunately, there have been many other sexual assault victims who like Plaintiff, have  
26 been attacked and traumatized after they simply contracted with LYFT for a safe ride home.

27 4. Passengers pay LYFT a fee in exchange for safe passage to their destination.  
28 LYFT's public representations state that "safety is our top priority" and "it is our goal to make

1 every ride safe, comfortable and reliable". Sadly, LYFT's priority is not passenger safety. Profits  
2 are LYFT's priority. As a result, Plaintiff and other female passengers continue to be attacked by  
3 sexual predators driving for LYFT.

4       5. When faced with this sexual predator crisis, there are a number of potential safety  
5 procedures that a reasonable transportation company would implement in order to address this  
6 dangerous situation. Yet, LYFT corporate management has failed to implement the most obvious  
7 and straightforward safety procedures in order to address the growing problem of sexual assault by  
8 those LYFT drivers who are sexual predators.

9       6. Corporate decision-making with respect to passenger safety issues is centered at  
10 LYFT's corporate headquarters in San Francisco. Decisions with respect to the vetting of LYFT  
11 drivers and the supervision of LYFT driver's *vis a vis* the safety of its passengers are made and  
12 implemented in its San Francisco headquarters. LYFT's contract with LYFT customers specifies  
13 that the agreement should be governed by California law.

14       **INADEQUATE SAFETY PRECAUTIONS AND INADEQUATE SCREENING**

15       7. Even today, the hiring of LYFT drivers occurs without any real screening.  
16 Potential drivers merely fill out a form online. There is no interview either in person or through  
17 online Skype. There is no adequate background check and no biometric fingerprinting. Almost  
18 all online applicants become drivers. Once a LYFT applicant becomes a driver, LYFT fails to  
19 utilize its own technology, including in car cameras and GPS tracking, to ensure that drivers keep  
20 the camera running during the entire ride and that the driver remains on course to the passenger's  
21 destination. LYFT does not have a zero-tolerance policy for sexual misconduct and has allowed  
22 drivers who have been reported for misconduct to continue driving. LYFT does not require non-  
23 harassment training, nor does it adequately investigate passenger complaints of sexually  
24 inappropriate behavior or serious sexual assaults. Shockingly, a chatroom of rideshare drivers  
25 exists where they openly discuss and brag about the access that they have to "hot" young women.  
26 Notwithstanding LYFT's history of hiring sexual predator who have assaulted LYFT passengers,  
27 and notwithstanding the obvious and open subculture of LYFT drivers who harbor a sexual  
28 motivation for driving young female passengers, LYFT does nothing to warn its female

1 passengers about this very serious and real danger.

2 **LYFT'S FINANCIAL MODEL**

3       8.      The key to LYFT's business model is getting as many new LYFT drivers on the  
4 road as possible. The more drivers, the more rides, the more money LYFT makes. Unfortunately,  
5 more careful screening and supervision would result in fewer drivers and lower profits.

6       9.      LYFT also has a high turnover among its drivers because they are not well paid and  
7 often move on to other jobs. As a result, and in order to keep the number of drivers on the road at  
8 a maximum level, LYFT's business model is designed to accept as many new drivers as possible  
9 and to keep as many existing drivers working for LYFT as possible. Unfortunately, LYFT  
10 prioritizes profits over passenger safety. That is why LYFT corporate management has made  
11 deliberate decisions to adopt inadequate initial screening procedures, inadequate safety  
12 monitoring, and has failed to warn passengers of the dangers of riding with LYFT.

13 **LYFT's CONTROL OVER ITS DRIVERS**

14      10.     LYFT exercises significant control over its drivers. LYFT executives set all of the  
15 fare rates. Drivers have no input on the fares charged and no ability to negotiate fares with  
16 customers. Fees are standardized based on mileage and or ride time, similar to taxis.

17      11.     LYFT collects a percentage fee for every ride. LYFT does not charge drivers a fee  
18 to become a LYFT driver and LYFT does not charge drivers to use the LYFT App.

19      12.     LYFT drivers are prohibited from answering passenger inquiries about booking  
20 rides outside of the LYFT App.

21      13.     LYFT has the power to terminate drivers with or without cause.

22      14.     LYFT drivers are expected to accept all ride requests while they are logged into the  
23 App. Drivers who reject or cancel too many ride requests risk facing discipline, including  
24 suspension or termination.

25      15.     LYFT provides its drivers with and requires them to use and display LYFT  
26 branding materials in order to make their drivers easily identifiable as LYFT drivers.

27      16.     LYFT also allows for passengers to provide comments to LYFT regarding their  
28 experience with the LYFT driver. These comments are not shared with other passengers.

Passengers are not provided with any information regarding their driver other than a photograph, and other basic information about the car. Passengers are not informed about prior complaints concerning particular drivers.

4       17. Within the app, LYFT does not tell passengers whether their comments regarding  
5 drivers are shared with drivers, resulting in a ride share culture where passengers are fearful that  
6 giving honest negative feedback could negatively impact their passenger star rating – or result in  
7 retaliation from the driver.

## **NO MONITORING OF RIDES**

9        18. Given LYFT's knowledge of the sexual assaults and rapes of its passengers by  
10 LYFT drivers, the company should have implemented a monitoring system in order to protect its  
11 passengers. As a technology company with access to a state-of-the-art in-app tracking system, as  
12 well as a camera within the required mobile device, LYFT could take the following steps towards  
13 the elimination of the sexual assaults by LYFT drivers:

- Adopt a zero-tolerance policy for improper conduct and inform all drivers of the policy;
  - Maintain a surveillance camera and rules requiring its continuing operation during all rides;
  - Inform drivers that if they turn off the surveillance system during a LYFT ride, they will never drive for LYFT again;
  - Inform their drivers that they may not leave the car and accompany a passenger to their home or to any other location outside the vehicle, other than to provide temporary and time-limited assistance to a passenger;
  - Modify the functionality of the app so that LYFT can determine immediately if a driver deviates from these protocols;

25        19. The ongoing sexual attacks by LYFT drivers are and have long been known to  
26 LYFT. Prior to Plaintiff's rape, LYFT has known that a consequence of its business model has  
27 been exposing women, who are using the business for a safe ride home after a night of drinking, to  
28 drivers that may take advantage of their vulnerable position. Despite being a company that holds

1 itself out to the public as being engaged in the safe transportation of its passengers from place to  
2 place for compensation, LYFT has failed to take any reasonable precautions to attempt to prevent  
3 harm to its passengers.

4       20. At the time of the actions alleged in this complaint LYFT was aware of the  
5 established occurrence of sexual assault of its female passengers by its drivers but failed to take  
6 any reasonable action to protect its passengers from these assaults and violations.

## **MISREPRESENTATIONS AS TO SAFETY**

8        21. In addition to inadequate background check procedures, LYFT affirmatively induces  
9 passengers, particularly young, unaccompanied, intoxicated, and/or vulnerable women, to use its  
10 services with the expectation of safety, while LYFT simultaneously knows that sexual abuse of its  
11 passengers has been prevalent.

12        22. In February 2015, LYFT's website posted a blog post announcing it had partnered  
13 with It's On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft  
14 passengers during the Spring Break season, "making it easier to get a safe ride home even if  
15 you're in a new city." In November 2016, LYFT's website posted a blog post entitled "Get Home  
16 Safely with Lyft," again touting its partnership with It's On Us, and offering college students free  
17 LYFT rides so that they "don't need to worry about finding a safe ride after going out." The  
18 insinuation of these articles is that LYFT prevents, and does not create, the risk of sexual assault.  
19 Nowhere on LYFT's website does LYFT discuss the occurrence or risk of sexual assault by  
20 LYFT's drivers. As a result, many women, like Plaintiff, enter LYFT cars unaccompanied and  
21 after drinking with the expectation that they will not be harassed, propositioned, kidnapped,  
22 attacked, stalked, raped, or worse, by LYFT's drivers.

23       23. Further, LYFT does not report statistics about sexual harassment or sexual assault  
24 by its drivers. LYFT does not disclose its policies or procedures on dealing with sexual assault by  
25 its drivers. LYFT does not properly train its customer service representatives on how to deal with  
26 serious allegations of driver misconduct. As a result, passengers who report sexual abuse by a  
27 driver have been later matched with the same driver, and dangerous drivers continue to drive with  
28 LYFT and assault passengers while LYFT profits from their actions. At the time of Plaintiff's

1 attack, LYFT's guidelines for their drivers made no mention of sexual harassment or assault  
2 guidelines.

3       24. In short, LYFT fails to follow reasonable safety procedures and intentionally  
4 induces passengers to use LYFT's services while in a vulnerable state. As a result, Plaintiff and  
5 women like her are attacked, sexually assaulted, and raped by LYFT's drivers.

#### **LYFT'S BACKGROUND CHECKS**

7       25. LYFT relies on a quick, name-based background check process to screen its  
8 applicant drivers and has continuously refused to adopt an industry-standard, fingerprint-based  
9 background check qualification process.

10      26. LYFT's background check process requires drivers to submit personal identifiers  
11 (driver's license and social security number) through an online webpage. LYFT, in turn, provides  
12 this information to third party vendors to perform a basic, name-based background check.

13      27. Neither LYFT nor the third-party vendors it uses for background checks verifies  
14 that the information provided by applicants is accurate or complete. The turnaround time for a  
15 LYFT background check is typically between 3-5 days.

16      28. The difference between name-based background checks and fingerprint-based  
17 background checks is significant. While a name-based background check searches the applicant's  
18 reported name against various databases and compares records that have the same name, a  
19 fingerprint-based background check (or biometric check) uses the fingerprints of the individual to  
20 match against a law enforcement database, comparing records that have the same print, even if the  
21 names are different.

22      29. For example, most prospective taxi drivers are required by the taxicab companies to  
23 undergo criminal background checks that require the driver to submit fingerprints through a  
24 technology called "Live Scan." The fingerprint images are used to automatically search against all  
25 other fingerprint images in government criminal record databases, including databases maintained  
26 by state law enforcement and the Federal Bureau of Investigation (FBI). The FBI's database  
27 includes criminal record information from all 50 states, including sex offender registries. If a  
28 person has a criminal history anywhere in the U.S., it will register as a match.

1       30.     Fingerprints are not only a highly accurate way to confirm an individual's identity,  
2 they are also universally used among state and federal government agencies. This allows for the  
3 highest levels of information-sharing among all relevant agencies – an element that is lacking  
4 when fingerprints are not used to verify identities.

5       31.     Because of the unique identifying characteristics of fingerprints, the Live Scan  
6 process provides assurance that the person whose criminal history has been run is, in fact, the  
7 applicant. This would ensure that a convicted rapist or sexual predator could not use a false  
8 identification to become a LYFT driver.

9       32.     Name-based background checks, on the other hand, are limited and not easily  
10 shared among the appropriate authorities. These name-based criminal background checks are  
11 performed on publicly available databases and records from county courthouses, which are not  
12 linked to each other and typically do not go back past seven years. Because the FBI database is not  
13 accessed, there is no true national search performed, making these searches incomplete, limited  
14 and inaccurate.

15       33.     Name-based background checks present systematic, fundamental problems. First,  
16 there is no way to positively identify a person via a biometric indicator, increasing the likelihood  
17 of fraud. Likewise, because names, addresses and birthdays are not unique, the likelihood of false  
18 positives (a person linked in error with another's record) and false negatives (someone getting  
19 cleared when they should not) are greatly increased. For example, if an individual changes her  
20 name, or for some other reason has a criminal history under a different name, the name-based  
21 checks can miss the individual's criminal history.

22       34.     LYFT has refused to adopt fingerprint-based biometric checks and has in fact spent  
23 millions of dollars lobbying against local regulations requiring these checks.

24       35.     Despite advertising to passengers that "Your safety is important" and "Safety is our  
25 top priority," LYFT's background check process is designed for speed, not safety. In refusing to  
26 adopt reasonable safety procedures, LYFT makes clear that its priority is profit, not passenger  
27 safety.

28

### THE ATTACK UPON PLAINTIFF

1           36. On the evening of January 23, 2019, Plaintiff went out with a friend. Plaintiff's  
2 friend ordered her a ride home using the LYFT app in order to get her safely home.

3           37. The LYFT application assigned the ride to "Yousef" ("LYFT DRIVER"), who  
4 drove Plaintiff to his home, where he raped and sodomized Plaintiff.

5       38. The rape was reported to LYFT and the police. A rape kit was administered by  
6 hospital personnel. The LYFT driver has been positively identified by both Plaintiff and by the  
7 rape kit results administered by hospital personnel. DNA evidence has confirmed that Plaintiff  
8 fought the driver and attempted unsuccessfully to resist the rape.

9       39. LYFT DRIVER was arrested and charged with second-degree rape and second-  
10 degree kidnapping based on the events described herein. The perpetrator is now in jail.

11       40.     Defendant LYFT collected and retained a fee for the LYFT trip that resulted in the  
12 sexual assault, rape, and sodomy of Plaintiff.

13       41. By failing to take reasonable steps to confront the problem of multiple rapes and  
14 sexual assaults of LYFT passengers by LYFT drivers, LYFT has acted in conscious disregard of  
15 the safety of its passengers, including Plaintiff, and has breached its duty of reasonable care and  
16 has breached the implied and express covenants arising from its contract with its passengers.

17       42. LYFT is legally responsible for the harm to Plaintiff under a number of legal  
18 theories including vicarious liability for the intentional acts of its employees (battery and false  
19 imprisonment) basic negligence for failing to act with reasonable care when faced with multiple  
20 and ongoing attacks by its drivers, breach of the non-delegable duty of a transportation company  
21 to provide safe passage to its passengers, punitive damages for the conscious disregard of the  
22 safety of its female passengers, intentional and negligent misrepresentations and breaches of  
23 contract, and express and implied covenants arising out of its commercial contracts with its  
24 passengers, including Plaintiff.

## **PARTIES**

43. Defendant LYFT (“DEFENDANT”) is a Delaware Corporation with its principal  
place of business at 185 Berry Street, San Francisco, California. San Francisco is the center of  
Corporate decision-making with respect to the hiring and supervision of LYFT drivers, safety

1 precautions, passenger safety, as well as decision-making with respect to LYFT's response to the  
2 ongoing sexual attacks upon LYFT passengers.

3       44. Plaintiff, an adult woman and resident of Louisiana, was a LYFT passenger who  
4 was raped by the LYFT driver who drove her home in New Orleans on the night of January 23,  
5 2019.

6       45. JANE DOE 1 files this action under a pseudonym as she is a victim of sexual  
7 assault. Plaintiff proceeds in this manner to protect her legitimate privacy rights as further  
8 disclosure would expose her to stigmatization and invasion of privacy. Defendants are aware of  
9 the true legal name of JANE DOE 1 and the circumstances surrounding these causes of action.  
10 Plaintiff further anticipates seeking concurrence from Defendants for entry into a protective order  
11 to prevent unnecessary disclosure of JANE DOE 1's real name in the public record.

12       46. The true names and capacities, whether individual, plural, corporate, partnership,  
13 associate, or otherwise, of DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore  
14 sues said Defendants by such fictitious names. The full extent of the facts linking such fictitiously  
15 sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and thereon alleges,  
16 that each of the Defendants designated herein as a DOE was, and is, negligent, or in some other  
17 actionable manner, responsible for the events and happenings hereinafter referred to, and thereby  
18 negligently, or in some other actionable manner, legally caused the hereinafter described injuries  
19 and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to amend this Complaint  
20 to show the Defendants' true names and capacities after the same have been ascertained.

21       47. Plaintiff is informed and believes, and on that basis alleges, that at all times herein  
22 mentioned, each of the defendants herein was the agent, servant, licensee, employee, assistant,  
23 consultant, or alter ego, of each of the remaining defendants, and was at all times herein  
24 mentioned acting within the course and scope of said relationship when Plaintiff was injured as set  
25 forth herein. Plaintiff is informed and believes that each and every defendant, when acting as a  
26 principal, was negligent in the selection, hiring, supervision or retention of each and every other  
27 defendant as an agent, servant, employee, assistant, or consultant. Plaintiff is further informed and  
28 believes, and thereon alleges, that at all times herein mentioned, each business, public entity or

1 corporate employer, through its officers, directors, supervisors and managing agents, and each  
2 individual defendant, had advance knowledge of the wrongful conduct, psychological profile, and  
3 behavior propensity of said agents, servants, licensees, employees, assistants, consultants, and  
4 alter egos, and allowed said wrongful conduct to occur and continue to occur, thereby ratifying  
5 said wrongful conduct, and, after becoming aware of their wrongful conduct, each public entity,  
6 and corporate defendant by and through its officers, directors, supervisors and managing agents,  
7 and each individual defendant, authorized and ratified the wrongful conduct herein alleged.

8        48. Defendants are liable for the acts of each other through principles of *respondeat*  
9        *superior*, agency, ostensible agency, partnership, alter-ego and other forms of vicarious liability.

## **JURISDICTION AND VENUE**

11       49. The San Francisco Superior Court has jurisdiction over LYFT because it is a  
12 corporation with its principal place of business is located in San Francisco, in the State of  
13 California, LYFT is authorized to do business in the State of California and registered with the  
14 California Secretary of State. LYFT has its primary place of business in San Francisco and  
15 intentionally avails itself of the benefits and protection of California law such that the exercise of  
16 jurisdiction over it by the California courts is consistent with traditional notions of fair play and  
17 substantial justice. And, LYFT's user agreement states, "this Agreement shall be governed by the  
18 laws of the State of California...." Damages in this case exceed \$25,000.

19       50.     Venue is proper in this Court pursuant to *California Code of Civil Procedure* §395  
20 in that Defendant LYFT resides in and maintains its principal place of business in San Francisco,  
21 San Francisco County, California. Further, LYFT's negligent conduct, its breaches of contract  
22 express, and implied covenants and the conduct giving rise to plaintiff's punitive damages claims,  
23 all occurred in San Francisco.

24        51. All executive decision making of the part of LYFT regarding hiring policies,  
25 handling of complaints regarding drivers, driver termination policies, training of drivers and  
26 standard operating procedures relating to drivers occurred in San Francisco.

27        52. All executive decision making on the part of LYFT regarding its marketing  
28 campaigns and representations to passengers regarding its safety occurred in San Francisco.

**FIRST CAUSE OF ACTION**  
**(GENERAL NEGLIGENCE)**

3       53. The preceding paragraphs of this Complaint are incorporated by reference.  
4       54. By providing transportation to the general public using its application and network  
5 of drivers, LYFT owed a duty to act with due and reasonable care towards the public and in  
6 particular its own passengers, including Plaintiff.

7        55. LYFT has been on notice that its drivers have been sexually harassing, sexually  
8 assaulting, and raping its passengers since 2015. LYFT was aware or should have been aware that  
9 some LYFT drivers would continue to assault, sexually molest, sexually assault and/or rape their  
10 vulnerable LYFT patrons and passengers.

56. Since learning of the sexual assaults perpetrated by its drivers, LYFT never adapted  
or improved its safety procedures in any meaningful way.

13        57. LYFT does not require video monitoring of its drivers that cannot be turned off, nor  
14 provide emergency notification to LYFT and the authorities when a driver drastically veers off  
15 course from the passenger's destination or abruptly cancels the ride.

16 58. LYFT is very well aware of the dangers its drivers pose yet induces women like the  
17 Plaintiff to enter LYFT cars while intoxicated. In doing so, LYFT fails to warn of the dangers of  
18 sexual assault by LYFT's drivers.

19        59. LYFT does not require any sexual harassment/assault training of its drivers nor  
20 have any policies in place for immediate termination if a driver engages in sexual misconduct.

21       60. LYFT does not cooperate with the police when a driver commits an illegal sexual  
22 attack on its passengers. Despite having the express right to disclose driver information at  
23 LYFT's sole discretion, LYFT requires that extensive standards be met before the company will  
24 even consider law enforcement requests for information. Even after a report of sexual assault or  
25 has been made, LYFT generally requires a subpoena before it will release information. Of  
26 hundreds of law enforcement requests for information in 2017, the company fully complied with  
27 only a fraction. LYFT's policy of noncooperation discourages police agencies from making  
28 recommendations to District Attorney's offices to file complaints against LYFT drivers, and

1 provides LYFT's predatory drivers with tacit assurance that their illegal attacks will not be  
2 detected by law enforcement.

3        61. When hiring new drivers, LYFT does not verify driver identities with biometric  
4 background checks. LYFT does not correct for false negatives created by its name-based  
5 screening procedures. LYFT does not provide industry-standard background checks which would  
6 provide the most comprehensive means of screening applicant drivers. LYFT does not invest in  
7 continuous monitoring of its drivers and is not immediately alerted when one of its drivers is  
8 implicated in criminal acts.

9        62. LYFT cultivates an environment that encourages its passengers to ignore signs of  
10 danger.

11        63. LYFT does not have a streamlined process to address passenger reports of sexual  
12 assault by its drivers and continues to let dangerous predators drive for and earn money for LYFT.

13           64.     For the above reasons and others, LYFT breached its duty of reasonable care  
14 towards Plaintiff.

15       65. LYFT's breach was the legal cause of Plaintiff's rape, which humiliated, degraded,  
16 violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff  
17 caused Plaintiff to suffer both psychological and physical harm from which she may never fully  
18 recover.

19       66. As a direct and legal cause of LYFT's general negligence, Plaintiff has suffered  
20 damages, both economic and general, non-economic damages according to proof.

## **SECOND CAUSE OF ACTION**

## (NEGLIGENT HIRING, SUPERVISION, AND RETENTION)

23 | 67. The preceding paragraphs of this Complaint are incorporated by reference.

24 ||| 68. Defendant LYFT and DOES 1 through 50, inclusive hired the LYFT DRIVER.

25 69. LYFT's hiring of the LYFT DRIVER was mostly automated, after the LYFT

26 DRIVER merely filled out some short forms online, uploaded photos of a driver's license, vehicle  
27 registration and proof of vehicle insurance.

28 70. At the time LYFT DRIVER applied to drive for LYFT, LYFT was not performing

1 adequate background checks for its drivers. After minimal information was provided to LYFT,  
2 LYFT DRIVER was hired and engaged as a LYFT driver.

3       71. LYFT did not interview, check the references of, provide training to, or advise  
4 LYFT DRIVER of any anti-sexual assault policies when hiring him. LYFT had no reasonable  
5 basis for believing that LYFT DRIVER was fit to drive intoxicated women around at night and  
6 failed to use reasonable care in determining whether he was fit for the task. LYFT should have  
7 known of LYFT DRIVER's unfitness but failed to use reasonable care to discover his unfitness  
8 and incompetence.

9       72. Despite failing to reasonably endeavor to investigate LYFT DRIVER's  
10 incompetence for transporting vulnerable and intoxicated women late at night in a moving vehicle,  
11 LYFT employed LYFT DRIVER.

12       73. LYFT knew or should have known that assigning the task of transporting  
13 vulnerable passengers late at night to an inadequately screened driver created an unreasonable risk  
14 of harm to LYFT's passengers, including Plaintiff, particularly when LYFT had been on notice of  
15 the string of sexual assaults committed by LYFT's drivers.

16       74. The LYFT DRIVER was and/or became unfit to perform the work for which he  
17 was HIRED as he improperly and illegally took advantage of LYFT's passenger Plaintiff when she  
18 attempted to use the service for a safe ride home after drinking, thereby causing her psychological  
19 and physical harm.

20       75. Because of LYFT DRIVER's unfitness to perform the task of transporting Plaintiff,  
21 Plaintiff was kidnapped, attacked, raped, and sodomized, which humiliated, degraded, violated,  
22 and robbed Plaintiff of her dignity and personal safety.

23       76. LYFT's and DOES 1 through 50's, inclusive, negligence in hiring, retaining, and/or  
24 supervising caused Plaintiff's sexual assault and rape, which humiliated, degraded, violated, and  
25 robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused  
26 Plaintiff to suffer both psychological and physical harm from which she may never fully recover.

27       77. As a direct and legal result of LYFT's general negligence, Plaintiff has suffered  
28 damages, both economic and general, non-economic damages according to proof.

### **THIRD CAUSE OF ACTION**

## **(LYFT - COMMON CARRIER NEGLIGENCE)**

78. The preceding paragraphs of this Complaint are incorporated by reference.

4           79. At the time of the SUBJECT RAPE, LYFT was a common carrier as it provided  
5 transportation to the general public.

6        80. LYFT provides transportation through a digital application made available to the  
7 general public for the purpose of transporting its users, the passengers, from place to place for  
8 profit. LYFT has widely offered its services to the general public and charges standard fees for its  
9 services through its application. LYFT does not allow discrimination against passengers on the  
10 basis of race, color, national origin, religion, gender, gender identity, physical or mental disability,  
11 medical condition, marital status, age, or sexual orientation. Any member of the public can use  
12 LYFT's services for transportation.

13 81. As a common carrier, LYFT must carry its passengers, including Plaintiff, safely.

14       82. LYFT has a duty to employ the utmost degree of care and diligence that would be  
15 expected of a very cautious company. LYFT has a duty to do all that human care, vigilance, and  
16 foresight reasonably can do under the circumstances to avoid harm to passengers, including  
17 Plaintiff.

18        83. LYFT must use reasonable skill to provide everything necessary for safe  
19 transportation, in view of the transportation used and the practical operation of the business.

84. Despite complaints to LYFT of sexual assaults committed by LYFT drivers and  
lawsuits against LYFT for sexual assault, LYFT has failed to implement safety precautions that  
would address the sexual assault problem.

23        85. LYFT does not provide a consistent and reliable way for passengers to report  
24 sexual abuse and rape.

25        86. LYFT does not warn passengers of the dangers of riding with LYFT and fails to  
26 warn passengers of past complaints regarding LYFT drivers.

27        87. LYFT does not have an effective program in place to deal with the sexual predator  
28 crisis posed by some of its drivers.

1 88. LYFT knows that its female passengers are in a uniquely vulnerable situation  
2 enclosed in a moving vehicle and that a subset of its drivers are sexual predators.

3 89. LYFT has not exercised reasonable care to protect its passengers from harassment,  
4 assault, and rape by LYFT's drivers.

5       90. LYFT has not exercised the utmost degree of care in order to protect its passengers  
6 from the danger posed by sexual predators who drive for LYFT. If LYFT had used the highest  
7 degree of care, LYFT could have prevented or dramatically reduced the likelihood of the sexual  
8 assault of its passengers, including Plaintiff.

9 || 91. LYFT failed to safely transport Plaintiff.

10 92. LYFT failed to use the utmost care and vigilance to protect Plaintiff from its own  
11 driver who sexually assaulted, battered, penetrated and raped Plaintiff while she was being  
12 transported by LYFT.

13       93. LYFT failed to take reasonable precautions to protect its vulnerable female  
14 passengers, including Plaintiff, from the foreseeable and known risk of sexual assault, harassment  
15 and/or rape by its drivers. If LYFT had used the highest degree of care, LYFT could have  
16 prevented or reduced the likelihood of the sexual assault of its passengers, including Plaintiff.

17        94. As a legal and direct result of the aforementioned conduct and omission of  
18 Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually assaulted, raped, and  
19 sodomized which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal  
20 safety. The depraved attack on Plaintiff caused Plaintiff to suffer both psychological and physical  
21 harm from which she may never fully recover.

22        95.      As a direct and legal result of LYFT's negligence, Plaintiff has suffered damages,  
23 both economic and general, non-economic damages according to proof.

## **FOURTH CAUSE OF ACTION**

**(NEGLIGENCE FAILURE TO WARN)**

26 96. The preceding paragraphs of this Complaint are incorporated by reference.

27       97. LYFT's conduct created a risk of physical or emotional harm to its passengers,  
28 including Plaintiff.

1       98. In operating its business, LYFT knew and had reason to know that its passengers  
2 were at risk of sexual assault and abuse by LYFT's drivers since as early as 2015. Since 2015,  
3 LYFT has received frequent passenger complaints about driver misbehavior, has been notified of  
4 police investigations of the criminal conduct of drivers acting within their capacity as LYFT  
5 drivers, and has been the subject of numerous civil suits alleging the sexual harassment and sexual  
6 assault of LYFT's passengers by LYFT's drivers.

7       99. Despite the knowledge of the danger its enterprise creates, LYFT did not alert its  
8 passengers, including Plaintiff, to the risk of sexual assault by LYFT drivers. In fact, LYFT  
9 continued to market itself as a service that provides "safe" rides, even to unaccompanied and/or  
10 intoxicated passengers.

11       100. In February 2015, LYFT's website posted a blog post announcing it had partnered  
12 with It's On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft  
13 passengers during the Spring Break season, "making it easier to get a safe ride home even if  
14 you're in a new city." In November 2016, LYFT's website posted a blog post entitled "Get Home  
15 Safely with Lyft," again touting its partnership with It's On Us and offering college students free  
16 LYFT rides so that they "don't need to worry about finding a safe ride after going out." The  
17 insinuation of these articles is that LYFT prevents, and does not create, the risk of sexual assault.  
18 Nowhere on LYFT's website does LYFT discuss the occurrence or risk of sexual assault by  
19 LYFT's drivers.

20       101. LYFT itself represented to its passengers that riding with LYFT is safe, implying  
21 it's free of risk from sexual assault.

22       102. Defendant LYFT had reason to know that passengers would be unaware of the risk  
23 of sexual assault by LYFT drivers.

24       103. A warning to its passengers that they were at risk of sexual assault by LYFT drivers  
25 would have reduced the risk of harm to passengers, including Plaintiff, who could have arranged  
26 for alternative transportation or taken additional safety precautions and avoided the assault she  
27 suffered at the hands of her Lyft driver.

28       104. As a direct and legal result of Defendant LYFT's failure to warn, Plaintiff has

1 suffered damages, both economic and general, non-economic damages according to proof.

2 **VICARIOUS LIABILITY/LIABILITY FOR THE TORTS OF LYFT'S DRIVERS**

3 105. Plaintiff incorporates by reference the preceding paragraphs.

4 106. LYFT is vicariously liable for the torts of its drivers through the theories of  
5 *respondeat superior*, nondelegable duties, agency, and ostensible agency. LYFT's liability for the  
6 acts of its drivers is not contingent upon the classification of its drivers as employees.

7 107. Under the doctrine of *respondeat superior*, LYFT is responsible for the torts of its  
8 employees committed within the scope of employment. The modern rationale for the theory is  
9 that an employer who profits from an enterprise which, through the torts of his employees, causes  
10 harm to others should bear the costs of the injury instead of the innocent injured plaintiff.

11 108. LYFT profits from transporting vulnerable passengers late at night. LYFT  
12 encourages intoxicated passengers to use its services. At the same time, LYFT does not take  
13 reasonable steps to protect its passengers or warn them of the dangers of riding with LYFT.  
14 LYFT, and not the victims of LYFT's negligence, should bear the costs of injuries that result from  
15 torts such as sexual assault, kidnapping, and rape.

16 109. LYFT drivers are employees. LYFT reserves the right to control the activities of  
17 LYFT drivers. LYFT controls the prices charged to customers, controls contact with the customer  
18 base, controls the ability of a driver to see where he will be driving before he accepts a ride, and  
19 reserves the right to terminate drivers with or without cause.

20 110. LYFT DRIVER's kidnapping, assault and rape of Plaintiff occurred within the  
21 scope of the LYFT DRIVER's employment and/or authority. The kidnapping, assault and rape of  
22 intoxicated and unaccompanied women who have been placed in an improperly screened LYFT  
23 driver's car with little to no supervision is incidental to and a foreseeable result of the act of  
24 transporting passengers.

25 111. LYFT may maintain that its drivers are contractors and not employees.  
26 Nevertheless, whether the LYFT drivers are characterized as contractors, employees or agents,  
27 LYFT has a non-delegable duty to transport its passengers safely.

28 112. The doctrine of nondelegable duty recognizes when one party owes a duty to

1 another which, for public policy reasons, cannot be delegated. It operates to ensure that when a  
2 harm occurs the injured party will be compensated by the party whose activity caused the harm  
3 and who may therefore properly be held liable for the acts of his agent, whether the agent was an  
4 employee or an independent contractor. The doctrine recognizes that an entity may not delegate  
5 its duties to a contractor in order to evade its own responsibilities. This is especially so when  
6 allowing delegation would incentivize the employers to hire incompetent contractors in order to  
7 further the employer's pecuniary interests.<sup>2</sup>

8       113. In advertising to passengers that LYFT provides them a safe ride to their  
9 destinations and by profiting off of women who use LYFT for that very purpose and are attacked,  
10 LYFT has a duty to its passengers that cannot be delegated. To allow LYFT to delegate the  
11 liability for the assaults by its drivers to anyone else would encourage LYFT to continue to utilize  
12 the cheapest, fastest, and most haphazard safety procedures. LYFT would be disincentivized from  
13 hiring only competent drivers, since the more drivers LYFT has, the more money LYFT makes.

14       114. Further, LYFT drivers act as agents of and operate as extensions of LYFT. LYFT  
15 drivers represent LYFT's business and further LYFT's pecuniary interests.

16       115. LYFT drivers display the LYFT logo when interacting with passengers, and in  
17 many cases LYFT drivers are the only people with whom LYFT's passengers have direct contact.  
18 LYFT drivers provide the service that LYFT claims to provide – transportation.

19       116. By allowing LYFT drivers to represent LYFT's business, LYFT creates the  
20 impression that its drivers, including LYFT DRIVER, were LYFT's employees and/or agents.

21       117. Plaintiff reasonably believed that LYFT DRIVER was an employee or agent of  
22 LYFT, and, relying on this belief, hired LYFT DRIVER and suffered harm as a result of her  
23 contact with LYFT DRIVER.

24       118. For these reasons and others, LYFT is vicariously liable for the tortious acts of its  
25

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26       2 See, for example, Barry v. Raskov, 232 Cal. App. 3d 447, 454 (Ct. App. 1991), where the court  
27 recognized that allowing a broker to delegate the liability for the fraudulent torts of its contractor  
28 property appraiser would incentivize the broker to hire potentially insolvent contractors, to the  
detiment of the public.

1 drivers, regardless of whether LYFT's drivers are employees, agents, apparent agents, or  
2 contractors of LYFT.

3 **FIFTH CAUSE OF ACTION**

4 **(VICARIOUS LIABILITY FOR SEXUAL ASSAULT)**

5 119. The preceding paragraphs of this Complaint are re-alleged and incorporated by  
6 reference.

7 120. At the time of the SUBJECT RAPE the LYFT DRIVER intended to cause harmful  
8 and offensive contact with Plaintiff, and placed Plaintiff in reasonable apprehension of imminent  
9 harmful and offensive contact. He intentionally and recklessly did acts which placed Plaintiff in  
10 apprehension of imminent harm, including but not limited to: forcing her to engage in sexual  
11 intercourse with him despite her lack of consent.

12 121. As a result, Plaintiff was raped, which humiliated, degraded, violated, and robbed  
13 Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to  
14 suffer both psychological and physical harm from which she may never fully recover.

15 122. LYFT DRIVER committed these tortious and wrongful acts while acting in the  
16 course and scope of his employment with LYFT as an employee/agent of LYFT. Therefore,  
17 LYFT is liable for LYFT DRIVER's assault of Plaintiff and is responsible for damages caused by  
18 said conduct under the principles of vicarious liability, including the doctrine of *respondeat  
superior*. Even if LYFT DRIVER had not been an employee, LYFT's duty to provide  
19 transportation free of assault is nondelegable and LYFT is liable for LYFT DRIVER's actions,  
20 because to allow LYFT to delegate its duty of providing the safe transportation it promises would  
21 incentivize LYFT to create a greater risk of harm to the public.

22 123. Under the theories of *respondeat superior*, nondelegable duty, agency, and  
23 ostensible agency, LYFT is liable for the tortious acts of LYFT DRIVER.

24 124. As a legal result of LYFT DRIVER's kidnapping, sexual assault, and rape, Plaintiff  
25 has suffered economic and general, non-economic damages according to proof.

26 **SIXTH CAUSE OF ACTION**

27 **(VICARIOUS LIABILITY FOR SEXUAL BATTERY)**

1       125. The preceding paragraphs of this Complaint are re-alleged and incorporated by  
2 reference.

3       126. LYFT DRIVER made harmful and offensive contact with the Plaintiff. Plaintiff  
4 did not consent to the contact. Plaintiff was harmed and offended by LYFT DRIVER's contact  
5 with her. LYFT DRIVER intentionally and recklessly did acts which resulted in harmful contact  
6 with Plaintiff's person, including but not limited to forcefully raping and sodomizing her.

7       127. As a result of LYFT and LYFT DRIVER's sexual battery which occurred while in  
8 the course and scope of the LYFT DRIVER's employment, Plaintiff was sexually assaulted, which  
9 humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The  
10 depraved attack on Plaintiff caused Plaintiff to suffer both psychological and physical harm from  
11 which she may never fully recover.

12        128. As a legal result of LYFT's Sexual Battery, Plaintiff has suffered damages, both  
13 economic and general, non-economic damages according to proof.

14        129. LYFT is vicariously liable for the torts of its driver under the theory of *respondeat*  
15        *superior*, the nondelegable duty doctrine, agency, and ostensible agency.

## **SEVENTH CAUSE OF ACTION**

## **(VICARIOUS LIABILITY FOR FALSE IMPRISONMENT)**

18      130. The preceding paragraphs are incorporated by reference.

19       131. At the time of the above described LYFT ride and accompanying sexual assault and  
20 rape, Plaintiff was held against her will by force and was physically prevented from escaping.

132. As such, Plaintiff was falsely imprisoned against her will and in violation of her  
rights.

23        133. As a legal result of LYFT's False Imprisonment, Plaintiff has suffered damages,  
24 both economic and general, non-economic damages according to proof.

25        134. LYFT is vicariously liable for the torts of its driver under the theory of *respondeat*  
26        *superior*, the nondelegable duty doctrine, agency, and ostensible agency.

## **EIGHTH CAUSE OF ACTION**

## **(INTENTIONAL MISREPRESENTATION)**

135. The preceding paragraphs of this Complaint are re-alleged and incorporated by reference.

5           136. At the time of the SUBJECT RAPE, Plaintiff had downloaded the LYFT  
6 application and had an account with LYFT.

7       137. LYFT represented to Plaintiff and the general public that safety was LYFT's top  
8 priority and it was LYFT's goal to make every ride safe, comfortable, and reliable. At the same  
9 time, LYFT already knew that a number of its drivers had preyed on vulnerable female passengers  
10 by sexually molesting, assaulting and/or raping them.

11        138. LYFT made intentional misrepresentations of fact to Plaintiff known by Defendant  
12 to be false including the false statement that Defendant would provide Plaintiff with a safe ride to  
13 her destination.

14 139. LYFT made these intentional misrepresentations of material fact in order to induce  
15 young women, including Plaintiff, into using LYFT's services.

16        140. LYFT made these representations to Plaintiff and the general public despite  
17 knowing that it had chosen not to take the measures necessary to provide a safe ride home, and  
18 that, as a result, continued sexual assault of its passengers by its drivers was a foreseeable  
19 occurrence. LYFT made these representations in order to induce women like the Plaintiff into  
20 using LYFT's services and to derive profit from women like Plaintiff.

141. In getting into the LYFT ordered by her friend, Plaintiff reasonably relied on  
LYFT's representations that it would get her safely home.

23       142. In trusting and relying on LYFT's representations, Plaintiff was placed in a  
24 uniquely vulnerable position that was taken advantage of by LYFT's employee LYFT DRIVER  
25 who sexually molested, assaulted, sexually penetrated and raped Plaintiff against her will.

26 143. As a legal result of LYFT's intentional misrepresentation, Plaintiff was kidnapped,  
27 sexually assaulted, and raped which humiliated, degraded, violated, and robbed Plaintiff of her  
28 dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer both

1 psychological and physical harm from which she may never fully recover.

2 144. As a legal result of LYFT's intentional misrepresentation, Plaintiff has suffered  
3 damages, both economic and general, non-economic damages according to proof.

## **NINTH CAUSE OF ACTION**

## **(NEGLIGENCE MISREPRESENTATION)**

6           145. The preceding paragraphs of this Complaint are re-alleged and incorporated by  
7 reference.

8        146. LYFT represented to Plaintiff and the general public that safety is LYFT's top  
9 priority and it is LYFT's goal to make every ride safe, comfortable, and reliable. At the time of  
10 the assault alleged herein, LYFT knew that a number of its drivers had previously preyed on  
11 vulnerable female passengers by sexually molesting, assaulting and/or raping them.

12        147. LYFT continued to represent that its services were safe in order to further LYFT's  
13 own pecuniary interests.

14        148. In representing to intoxicated and vulnerable passengers that its services were safe,  
15 LYFT had a duty to provide correct and accurate information about the actual safety of its  
16 services.

17        149. LYFT knew or should have known that it could not provide the safe ride that it  
18 represented it could.

19        150. Knowing of the incidence of sexual assault of its passengers by its drivers and  
20 knowing that LYFT had not implemented adequate precautions, LYFT had no reasonable grounds  
21 for believing that it could provide Plaintiff and other similarly vulnerable female passengers a safe  
22 ride home as represented.

23       151. In getting into the LYFT ordered by her friend, Plaintiff reasonably relied on  
24 LYFT's representations that it would get her safely home.

25        152. In trusting and relying on LYFT's representations, Plaintiff was placed in a  
26 uniquely vulnerable position that was taken advantage of by LYFT's employee, LYFT DRIVER,  
27 who sexually molested, assaulted and penetrated Plaintiff against her will

153. As a legal result of Defendant LYFT's aforementioned conduct, Plaintiff was

1 kidnapped, sexually assaulted, raped, and sodomized which humiliated, degraded, violated, and  
2 robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused  
3 Plaintiff to suffer both psychological and physical harm from which she may never fully recover.

4 154. As a legal result of LYFT's Negligent Misrepresentation, Plaintiff has suffered  
5 damages, both economic and general, non-economic damages according to proof.

## **TENTH CAUSE OF ACTION**

**(NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS)**

8       155. Plaintiff hereby incorporates by reference the preceding causes of action and  
9 factual allegations.

10        156. For several years prior to the rape of Plaintiff by a LYFT driver, LYFT was fully  
11 aware that other female passengers had been sexually assaulted and raped by LYFT drivers. Since  
12 2015, LYFT has received frequent passenger complaints about driver misbehavior, has been  
13 notified of police investigations of the criminal conduct of drivers acting within their capacity as  
14 LYFT drivers, and has been the subject of numerous civil suits alleging the sexual harassment and  
15 sexual assault of LYFT's passengers by LYFT's drivers.

16        157. LYFT made a conscious decision not to implement procedures that would  
17 effectively screen its drivers and monitor its drivers in order to identify and terminate drivers who  
18 were sexual predators.

19        158. Safety precautions such as enhanced background checks, biometric fingerprinting,  
20 job interviews, electronic monitoring systems, warnings to passengers of the dangers of being  
21 attacked by LYFT drivers, and cooperation with law enforcement when a driver attacks a  
22 passenger would have cost LYFT money and reputational damage. Because of this, LYFT  
23 decided not to implement such precautions and instead continues to place its passengers at greater  
24 risk of kidnapping, sexual assault, rape, and forcible sodomy by LYFT's own drivers.

159. Additional safety precautions that LYFT chose not to make include but are not limited to: ongoing monitoring of LYFT through available technology including cameras and GPS; a zero tolerance policy for drivers who deviate from expected behavior by leaving the vehicle with passengers, or by deviating substantially from the assigned route; a zero-tolerance

1 program for sexual assault and guidelines mandating immediate termination; creating and  
2 instituting a system encouraging customer reporting; and adequate monitoring of customer  
3 complaints by well-trained and effective customer service representatives. LYFT chose not to  
4 implement such precautions.

160. In failing to take these and other safety precautions designed to protect female  
passengers from sexual predators driving for LYFT, LYFT breached its duty of reasonable care,  
negligently inflicting emotional harm, and acted recklessly and in conscious disregard of the safety  
of its female passengers.

9       161. As a direct and legal result of LYFT's negligent infliction of emotional distress,  
10 Plaintiff has suffered damages, both economic and general, non-economic damages according to  
11 proof.

**ELEVENTH CAUSE OF ACTION**  
**(BREACH OF CONTRACT)**

14 162. Plaintiff hereby incorporates by reference all the preceding allegations.  
15 Plaintiff entered into a contract with LYFT. The essence of this commercial transaction was the  
16 payment of a fee to LYFT in exchange for safe and reasonable transportation to her destination.

17       163. As a result of the conduct, acts and omissions set forth above, LYFT breached its  
18 contract with Plaintiff, including breaching implied covenants which would be inherent in such a  
19 contract.

164. As a legal result of LYFT's Breach of Contract, plaintiff has suffered damages,  
both economic and general, non-economic damages according to proof.

**TWELFTH CAUSE OF ACTION**  
**(PUNITIVE DAMAGES)**

24 165. The preceding paragraphs of this Complaint are re-alleged and incorporated by  
25 reference.

26 166. As stated above, LYFT knew that it faced an ongoing problem of sexual predators  
27 driving for LYFT and assaulting its passengers. As early as 2015 LYFT knew that its drivers were  
28 sexually assaulting female passengers. Since 2015, LYFT has received frequent passenger

1 complaints about driver sexual misconduct, including sexual assault and rape, it has been notified  
2 of police investigations of the criminal sexual conduct of drivers acting within their capacity as  
3 LYFT drivers, and it has been the subject of numerous civil suits alleging the sexual harassment  
4 and sexual assault of LYFT's passengers by LYFT's drivers.

5       167. Nevertheless, even though LYFT was fully aware of its sexual predator problem it  
6 failed to take safety precautions to protect its passengers.

7        168. Safety precautions such as enhanced background checks, biometric fingerprinting,  
8 job interviews, electronic monitoring systems, warnings to passengers of the dangers of being  
9 attacked by LYFT drivers, and cooperation with law enforcement when a driver attacks a  
10 passenger would have cost LYFT money and reputational damage. Because of this, LYFT  
11 decided not to implement such precautions and instead has continued to place its passengers at  
12 greater risk of kidnapping, sexual assault, rape, and forcible sodomy by LYFT's own drivers.

13        169. As such LYFT acted recklessly and in knowing, conscious disregard of the safety  
14 of its passengers and the public safety.

15        170. As a legal result of the aforementioned negligent, reckless and grossly negligent  
16 conduct of Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually assaulted,  
17 which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety.

171. As a result of her sexual assault, Plaintiff suffered serious emotional distress.

19       172. As a result of LYFT's misconduct as stated above, Plaintiff prays for exemplary  
20 damages to punish LYFT for its misconduct and to deter future misconduct.

## PRAYER FOR RELIEF

23 WHEREFORE, Plaintiff prays judgment against all Defendants as follows:

24       1.     For general damages (also known as non-economic damages), including but not  
25 limited to, past and future pain and suffering, in an amount in excess of the jurisdictional  
26 minimum, according to proof;

27       2. For special damages (also known as economic damages), including but not limited  
28 to past and future hospital, medical, professional, and incidental expenses as well as past and

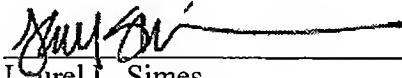
1 future loss of earnings, loss of opportunity, and loss of earning capacity, in excess of the  
2 jurisdictional minimum, according to proof;

- 3       3. For exemplary and punitive damages according to proof;  
4       4. For prejudgment interest, according to proof;  
5       5. For costs of suit incurred herein, according to proof;  
6       6. For such other and further relief as the Court may deem just and proper.

7  
8 DATED: August 1, 2019

LEVIN SIMES ABRAMS LLP

9  
10 By:

  
11 Laurel L. Simes  
12 Attorneys for Plaintiff

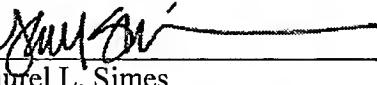
13  
14  
15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a trial by jury as to all causes of action.

17 DATED: August 1, 2019

LEVIN SIMES ABRAMS LLP

18  
19 By:

  
20 Laurel L. Simes  
21 Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Laurel L. Simes (SBN #134637)  
 LEVIN SIMES ABRAMS LLP, 1700 Montgomery St., Ste. 250  
 San Francisco, CA 94111  
 TELEPHONE NO.: (415) 426-3000 FAX NO.: (415) 426-3001  
 ATTORNEY FOR (Name): Jane Doe 1, Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco Superior Court  
 STREET ADDRESS: 400 McAllister Street  
 MAILING ADDRESS: 400 McAllister Street  
 CITY AND ZIP CODE: San Francisco 94102  
 BRANCH NAME: Unlimited

CASE NAME: Jane Doe 1 v. LYFT, INC., et al.

<b>CIVIL CASE COVER SHEET</b>		<b>Complex Case Designation</b>	CASE NUMBER:
<input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000)      (Amount demanded is \$25,000 or less)		<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	BY: <i>Chalene Simes</i> Deputy Clerk
		JUDGE:	
		DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

- Auto Tort
  - Auto (22)
  - Uninsured motorist (46)
- Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**
  - Asbestos (04)
  - Product liability (24)
  - Medical malpractice (45)
  - Other PI/PD/WD (23)
- Non-PI/PD/WD (Other) Tort**
  - Business tort/unfair business practice (07)
  - Civil rights (08)
  - Defamation (13)
  - Fraud (16)
  - Intellectual property (19)
  - Professional negligence (25)
  - Other non-PI/PD/WD tort (35)
- Employment**
  - Wrongful termination (36)
  - Other employment (15)

- Contract**
  - Breach of contract/warranty (06)
  - Rule 3.740 collections (09)
  - Other collections (09)
  - Insurance coverage (18)
  - Other contract (37)
- Real Property**
  - Eminent domain/Inverse condemnation (14)
  - Wrongful eviction (33)
  - Other real property (26)
- Unlawful Detainer**
  - Commercial (31)
  - Residential (32)
  - Drugs (38)
- Judicial Review**
  - Asset forfeiture (05)
  - Petition re: arbitration award (11)
  - Writ of mandate (02)
  - Other judicial review (39)

- Provisionally Complex Civil Litigation** (Cal. Rules of Court, rules 3.400–3.403)
  - Antitrust/Trade regulation (03)
  - Construction defect (10)
  - Mass tort (40)
  - Securities litigation (28)
  - Environmental/Toxic tort (30)
  - Insurance coverage claims arising from the above listed provisionally complex case types (41)

- Enforcement of Judgment**
  - Enforcement of judgment (20)
- Miscellaneous Civil Complaint**
  - RICO (27)
  - Other complaint (not specified above) (42)
- Miscellaneous Civil Petition**
  - Partnership and corporate governance (21)
  - Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): twelve (12)

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 8/1/2019

Laurel L. Simes

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Paper.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages; (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the plaintiff's designation, a counter-designation that the case is not complex; or, if the plaintiff has made no designation, a designation that the case is complex.

### Auto Tort

- Auto (22)–Personal Injury/Property
- Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

### Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Asbestos Property Damage
- Asbestos Personal Injury
- Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
- Medical Malpractice—  
        Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
- Premises Liability (*e.g., slip and fall*)
- Intentional Bodily Injury/PD/WD (*e.g., assault, vandalism*)
- Intentional Infliction of Emotional Distress
- Negligent Infliction of Emotional Distress
- Other PI/PD/WD

### Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (*e.g., discrimination, false arrest*) (*not civil harassment*) (08)
- Defamation (*e.g., slander, libel*) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
- Legal Malpractice
- Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

### Employment

- Wrongful Termination (36)
- Other Employment (15)

### CASE TYPES AND EXAMPLES

#### Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease
- Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach–Seller
- Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (*e.g., money owed, open book accounts*) (09)
- Collection Case–Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
- Contractual Fraud
- Other Contract Dispute

#### Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (*e.g., quiet title*) (26)
- Writ of Possession of Real Property
- Mortgage Foreclosure
- Quiet Title
- Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

#### Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

#### Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

#### Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

#### Enforcement of Judgment

- Enforcement of Judgment (20)
- Abstract of Judgment (Out of County)
- Confession of Judgment (*non-domestic relations*)
- Sister State Judgment
- Administrative Agency Award (*not unpaid taxes*)
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

#### Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

#### Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
- Civil Harassment
- Workplace Violence
- Elder/Dependent Adult Abuse
- Election Contest
- Petition for Name Change
- Petition for Relief From Late Claim
- Other Civil Petition